

The Honorable Tana Lin

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON

KARLEIGH CONNOLLY,

Plaintiff,

v.

BEACON SALES ACQUISITION, INC., d/b/a  
AMERICAN BUILDING & ROOFING, a  
Washington Limited Liability Company<sup>1</sup>,

Defendants.

Case No. 2:22-cv-00151-TL

**STIPULATED PROTECTIVE  
ORDER**

Plaintiff Karleigh Connolly and Defendant Beacon Sales Acquisition, Inc., by and through their respective counsel, hereby move pursuant to Fed. R. Civ. P. 26(c) and LCR 26(c) for entry of this Stipulated Protective Order.

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the

<sup>1</sup> During the relevant period, Beacon Sales Acquisition, Inc. did business as American Building & Roofing, Inc., which is not a Washington limited liability company.

1 applicable legal principles, and it does not presumptively entitle parties to file confidential  
2 information under seal.

3 2. “CONFIDENTIAL” MATERIAL

4 “Confidential” material shall include the following documents and tangible things produced  
5 or otherwise exchanged that the producing party has regularly and routinely treated as confidential  
6 and fall within one of the following categories: (a) individuals’ sensitive employment records  
7 (except for wage information directly related to Plaintiff’s Equal Pay and Opportunities Act and sex  
8 discrimination claims); (b) Defendant’s non-public human resources, financial, accounting,  
9 commercial, proprietary data or applications; (c) personnel records related to non-parties to this  
10 litigation (except for wage information directly related to Plaintiff’s Equal Pay and Opportunities  
11 Act and sex discrimination claims; additionally, the non-party may waive confidentiality to his or  
12 her personnel file); (d) medical records; (e) information over which the designating party is obligated  
13 to maintain confidentiality by contract or otherwise; (f) Plaintiff’s tax records and/or documents;  
14 and (g) information expressly designated as, and reasonably believed by the designating party to be,  
15 confidential in nature.

16 3. SCOPE

17 The protections conferred by this agreement cover not only confidential material (as defined  
18 above), but also (1) any information copied or extracted from confidential material; (2) all copies,  
19 excerpts, summaries, or compilations of confidential material; and (3) any testimony, conversations,  
20 or presentations by parties or their counsel that might reveal confidential material.

21 However, the protections conferred by this agreement do not cover information that is in the  
22 public domain or becomes part of the public domain through trial or otherwise.

23 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

24 4.1 Basic Principles. A receiving party may use confidential material that is disclosed or  
25 produced by another party or by a non-party in connection with this case only for prosecuting,  
26 defending, or attempting to settle this litigation. Confidential material may be disclosed only to the

categories of persons and under the conditions described in this agreement. Confidential material must be stored and maintained by a receiving party at a location and in a secure manner that ensures that access is limited to the persons authorized under this agreement.

4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the designating party, a receiving party may disclose any confidential material only to:

(a) the receiving party’s counsel of record in this action, as well as employees of counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) the officers, directors, and employees (including in house counsel) of the receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties agree that a particular document or material produced is for Attorney’s Eyes Only and is so designated;

(c) experts and consultants to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court, court personnel, and court reporters and their staff;

(e) copy or imaging services retained by counsel to assist in the duplication of confidential material, provided that counsel for the party retaining the copy or imaging service instructs the service not to disclose any confidential material to third parties and to immediately return all originals and copies of any confidential material;

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this agreement;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

1           4.3    Filing Confidential Material. Before filing confidential material or discussing or  
 2 referencing such material in court filings, the filing party shall confer with the designating party, in  
 3 accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will  
 4 remove the confidential designation, whether the document can be redacted, or whether a motion to  
 5 seal or stipulation and proposed order is warranted. During the meet and confer process, the  
 6 designating party must identify the basis for sealing the specific confidential information at issue,  
 7 and the filing party shall include this basis in its motion to seal, along with any objection to sealing  
 8 the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and  
 9 the standards that will be applied when a party seeks permission from the court to file material under  
 10 seal. A party who seeks to maintain the confidentiality of its information must satisfy the  
 11 requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal.  
 12 Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with  
 13 the strong presumption of public access to the Court's files.

14    5.       DESIGNATING PROTECTED MATERIAL

15           5.1    Exercise of Restraint and Care in Designating Material for Protection. Each party or  
 16 non-party that designates information or items for protection under this agreement must take care to  
 17 limit any such designation to specific material that qualifies under the appropriate standards. The  
 18 designating party must designate for protection only those parts of material, documents, items, or  
 19 oral or written communications that qualify, so that other portions of the material, documents, items,  
 20 or communications for which protection is not warranted are not swept unjustifiably within the ambit  
 21 of this agreement.

22           Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
 23 to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily  
 24 encumber or delay the case development process or to impose unnecessary expenses and burdens on  
 25 other parties) expose the designating party to sanctions.

1 If it comes to a designating party's attention that information or items that it designated for  
 2 protection do not qualify for protection, the designating party must promptly notify all other parties  
 3 that it is withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this agreement  
 5 (see, *e.g.*, second paragraph of section 5.2(b) below), or as otherwise stipulated or ordered, disclosure  
 6 or discovery material that qualifies for protection under this agreement must be clearly so designated  
 7 before or when the material is disclosed or produced.

8 (a) Information in documentary form: (*e.g.*, paper or electronic documents and  
 9 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings),  
 10 the designating party must affix the word "CONFIDENTIAL" to each page that contains  
 11 confidential material. If only a portion or portions of the material on a page qualifies for protection,  
 12 the producing party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate  
 13 markings in the margins).

14 (b) Testimony given in deposition or in other pretrial proceedings: the parties and  
 15 any participating non-parties must identify on the record, during the deposition or other pretrial  
 16 proceeding, all protected testimony, without prejudice to their right to so designate other testimony  
 17 after reviewing the transcript. Any party or non-party may, within fifteen days after receiving the  
 18 transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or  
 19 exhibits thereto, as confidential. If a party or non-party desires to protect confidential information  
 20 at trial, the issue should be addressed during the pre-trial conference.

21 (c) Other tangible items: the producing party must affix in a prominent place on  
 22 the exterior of the container or containers in which the information or item is stored the word  
 23 "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection, the  
 24 producing party, to the extent practicable, shall identify the protected portion(s).

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
 26 designate qualified information or items does not, standing alone, waive the designating party's right

1 to secure protection under this agreement for such material. Upon timely correction of a designation,  
 2 the receiving party must make reasonable efforts to ensure that the material is treated in accordance  
 3 with the provisions of this agreement.

4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 6.1 Timing of Challenges. Any party or non-party may challenge a designation of  
 6 confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality  
 7 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,  
 8 or a significant disruption or delay of the litigation, a party does not waive its right to challenge a  
 9 confidentiality designation by electing not to mount a challenge promptly after the original  
 10 designation is disclosed.

11 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute  
 12 regarding confidential designations without court involvement. Any motion regarding confidential  
 13 designations or for a protective order must include a certification, in the motion or in a declaration  
 14 or affidavit, that the movant has engaged in a good faith meet and confer conference with other  
 15 affected parties in an effort to resolve the dispute without court action. The certification must list the  
 16 date, manner, and participants to the conference. A good faith effort to confer requires a face-to-face  
 17 meeting or a telephone conference.

18 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court  
 19 intervention, the designating party may file and serve a motion to retain confidentiality under Local  
 20 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion  
 21 in any such motion shall be on the designating party. Frivolous challenges, and those made for an  
 22 improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may  
 23 expose the challenging party to sanctions. All parties shall continue to maintain the material in  
 24 question as confidential until the court rules on the challenge.

25 //

26 //

1 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
2 LITIGATION

3 If a party is served with a subpoena or a court order issued in other litigation that compels  
4 disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party  
5 must:

6 (a) promptly notify the designating party in writing and include a copy of the  
7 subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to issue  
9 in the other litigation that some or all of the material covered by the subpoena or order is subject to  
10 this agreement. Such notification shall include a copy of this agreement; and

11 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
12 the designating party whose confidential material may be affected.

13 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

14 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential  
15 material to any person or in any circumstance not authorized under this agreement, the receiving  
16 party must immediately (a) notify in writing the designating party of the unauthorized disclosures,  
17 (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the  
18 person or persons to whom unauthorized disclosures were made of all the terms of this agreement,  
19 and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be  
20 Bound” that is attached hereto as Exhibit A.

21 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
22 MATERIAL

23 When a producing party gives notice to receiving parties that certain inadvertently produced  
24 material is subject to a claim of privilege or other protection, the obligations of the receiving parties  
25 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to  
26 modify whatever procedure may be established in an e-discovery order or agreement that provides

for production without prior privilege review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

10. NON TERMINATION AND RETURN OF DOCUMENTS

Within 60 days after the termination of this action, including all appeals, upon request from the producing party, each receiving party must return or destroy all confidential material to the producing party, including all copies, extracts and summaries thereof.

Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain confidential material.

The confidentiality obligations imposed by this agreement shall remain in effect until a designating party agrees otherwise in writing or a court orders otherwise.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: April 28, 2022

HKM EMPLOYMENT ATTORNEYS LLP

LITTLER MENDELSON, P.C.

By: /s/Rachel M. Emens

By: /s/ Ryan P. Hammond

Jason A. Rittereiser, WSBA #43628

Ryan P. Hammond, WSBA #38888

Rachel M. Emens, WSBA #49047

Birgitte M. Gingold, WSBA #50630

Henry Brudney, WSBA #52602

600 University Street, Suite 3200

Arielle M. Inveen-Lai, WSBA #58493

Seattle, WA 98101-3122

600 Stewart Street, Suite 901

Tel: (206) 623-3300

Seattle, WA 98101

Email: [rhammond@littler.com](mailto:rhammond@littler.com)

Tel: (206) 838-2504

[bgingold@littler.com](mailto:bgingold@littler.com)

[jrittereiser@hkm.com](mailto:jrittereiser@hkm.com)

[remens@hkm.com](mailto:remens@hkm.com)

[hbrudney@hkm.com](mailto:hbrudney@hkm.com)

[ainveen-lai@hkm.com](mailto:ainveen-lai@hkm.com)

*Attorneys for Defendant*

*Attorneys for Plaintiff*



1 PURSUANT TO STIPULATION, IT IS SO ORDERED.

2 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any  
3 documents in this proceeding shall not, for the purposes of this proceeding or any other federal or  
4 state proceeding, constitute a waiver by the producing party of any privilege applicable to those  
5 documents, including the attorney-client privilege, attorney work-product protection, or any other  
6 privilege or protection recognized by law.

7  
8 Dated this 3rd day of May 2022.

9  
10   
11

12 Tana Lin  
13 United States District Court Judge  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of  
 perjury that I have read in its entirety and understand the Stipulated Protective Order that was  
 issued by the United States District Court for the Western District of Washington on [date] in the  
 case of *Karleigh Connolly v. Beacon Sales Acquisition, Inc.*, Case No. 2:22-cv-00151-TL. I agree  
 to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand  
 and acknowledge that failure to so comply could expose me to sanctions and punishment in the  
 nature of contempt. I solemnly promise that I will not disclose in any manner any information or  
 item that is subject to this Stipulated Protective Order to any person or entity except in strict  
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
 Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective  
 Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I am a resident of the State of Washington, over the age of eighteen years, and not a party to the within action. My business address is One Union Square, 600 University Street, Suite 3200, Seattle, WA 98101. I hereby certify that on April 28, 2022, I electronically filed the foregoing document(s) with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following individuals:

**Attorneys for Plaintiff**

Jason A. Rittereiser, WSBA #43628  
Rachel M. Emens, WSBA #49047  
Henry Brudney, WSBA #52602  
Arielle M. Inveen-Lai, WSBA #58493  
HKM EMPLOYMENT ATTORNEYS LLP  
600 Stewart Street, Suite 901  
Seattle, WA 98101  
Tel: (206) 838-2504  
[jrittereiser@hkm.com](mailto:jrittereiser@hkm.com)  
[remens@hkm.com](mailto:remens@hkm.com)  
[hbrudney@hkm.com](mailto:hbrudney@hkm.com)  
[ainveen-lai@hkm.com](mailto:ainveen-lai@hkm.com)  
[tstaastad@hkm.com](mailto:tstaastad@hkm.com)  
[kleonor@hkm.com](mailto:kleonor@hkm.com)

I certify under penalty of perjury under the laws of the United States and of the State of Washington that the foregoing is true and correct.

Executed on April 28, 2022, at Seattle, Washington.

s/ Karen Fiumano Yun

Karen Fiumano Yun

[kfiumano@littler.com](mailto:kfiumano@littler.com)

**LITTLER MENDELSON, P.C.**

4857-1684-0729.4 / 115167-1001